

DOUGLAS COUNTY, NV **2021-966400**
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 \$92.00 Pgs=5 **04/28/2021 09:54 AM**
 FIRST CENTENNIAL - RENO (MAIN OFFICE)
 KAREN ELLISON, RECORDER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Rodney Family Trust
Attn: Steve Rude
PO Box 1911
Zephyr Cove, NV 89448

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
	DRUMMOND	DUSTIN	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
4150 County Line Rd.	Carson City	NV	89703

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
	DRUMMOND	YULIA	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
4150 County Line Rd.	Carson City	NV	89703

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME			
Leigh Rodney, Co-Trustee of the Rodney Family Trust Agreement (as Restated 2016) u.t.d 1/28/16			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
PO BOX 1911	Zephyr Cove	NV	89448

4. COLLATERAL: This financing statement covers the following collateral:

SEE EXHIBITS A & B, ATTACHED

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Drummond Loan

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

	9a. ORGANIZATION'S NAME		
OR	9b. INDIVIDUAL'S SURNAME		
	Drummond		
	FIRST PERSONAL NAME		
	Dustin and Yulia		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

	10a. ORGANIZATION'S NAME			
OR	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

	11a. ORGANIZATION'S NAME			
	Clare F. Rodney, Co-Trustee of the Rodney Family Trust Agreement (as Restated 2016) u.t.d 1/28/16			
OR	11b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO BOX 1911	Zephyr Cove	NV	89448	

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

**EXHIBIT A
TO UCC-1 FINANCING STATEMENT**

DEBTOR: DUSTIN DRUMMOND AND YULIA DRUMMOND, husband and wife, jointly and severally

SECURED PARTY: **LEIGH RODNEY and CLARE F. RODNEY, CO- TRUSTEES OF THE RODNEY FAMILY TRUST AGREEMENT (As Restated – 2016)** u/t/a dated January 28, 2016

Item 4--Continued

Any and all assets and personal property of the Debtor, of any kind or description, tangible or intangible, wheresoever located and whether now existing or hereafter arising or acquired, including the following (all of which property, along with the products and proceeds therefrom, are individually and collectively referred to as the "Collateral"): (a) all of Debtor's Accounts (as defined in the Code), (b) all of the Debtor's General Intangibles, including, without limitation General Intangibles related to Accounts and money (each as defined in the Code); (c) Reserved; (d) all of the Debtor's contracts, licenses, chattel paper, instruments, notes, letters of credit, bills of lading, warehouse receipts, gross receipts, shipping documents, contracts, tax refunds, documents and documents of title, and all of the Debtor's Tangible Chattel Paper, Documents, Electronic Chattel Paper, Letter-of-Credit Rights, letters of credit, Software, Supporting Obligations, Payment Intangibles, and Goods (each as defined in the Code); (e) all of the Debtor's Inventory and Equipment (each as defined in the Code) and motor vehicles and trucks; (f) all of the Debtor's monies, and any and all other property and interests in property of the Debtor, including, without limitation, Investment Property, Instruments, Security Entitlements, Uncertificated Securities, Certificated Securities, Chattel Paper, and Financial Assets (each as defined in the Code), now or hereafter coming into the actual possession, custody or control of the Lender or any agent or Affiliate of the Lender in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and, independent of and in addition to the Lender's rights of setoff the balance of any account or any amount that may be owing from time to time by the Lender to the Debtor; (g) all insurance proceeds of or relating to any of property and interests in property described herein or in that certain Deed of Trust of even date herewith; (h) all proceeds and profits derived from the operation of the Debtor's business; (i) all of the other assets and personal property of the Debtor; (j) all of the Debtor's books and records, computer printouts, manuals and correspondence relating to any of the foregoing and to the Debtor's business; (k) all of the Debtor's Fixtures (as defined in the Code); (l) all existing and future goods and tangible personal property located on the Property (as that is more specifically defined in Exhibit B, hereto) or wherever located now owned or hereafter acquired by Debtor and used or useable in connection with the use, operation or occupancy of the Property including, but not limited to, all appliances, furniture and furnishings, fittings, materials, supplies, equipment and fixtures, water delivery components and systems, pumps, wells, meters and all supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein; and all renewals or replacements thereof or articles in substitution thereof; (m) all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to, (i) all names under which or by which the Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, , approvals and consents issued or obtained in connection with the operation and use of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all materials prepared for filing or filed with any governmental agency, (v) all current water rights, if any, (vi) all development rights, entitlements and approvals granted by or subject to the jurisdiction of any government agency; and (vii) all of Debtor's rights under any contract in connection with the

development, design, use, operation and management of the Property; (n) all construction, service, engineering, consulting, leasing, architectural and other similar contracts of any nature as such may be modified, amended or supplemented from time to time, concerning the design, construction, management, operation, occupancy, use, and/or disposition of any portion of or all of the Property; (o) all architectural drawings, plans, specification, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property; (p) all payment and performance bonds or guarantees and any and all modifications and extensions thereof relating to the Property, and all reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the design, construction, operation, occupancy, use and disposition of any portion of or all of the Property; (q) all proceeds and claims arising on account of any damage to or taking of the Property or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property; (r) all policies of, and proceeds resulting from, insurance relating to the Property or any of the above collateral, and any and all riders, amendments, extensions, renewals, supplements or extensions thereof, and all proceeds thereof; (s) all shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; (t) all proceeds, whether cash, promissory notes, contract rights, or otherwise, of the sale or other disposition of all or any part of the estate of Debtor in and to the Property now or hereafter existing thereon; and (u) all accessions, improvements and additions to, substitutions for, and replacements, products, profits and proceeds of any of the foregoing. For the avoidance of doubt, any entity formed by the division of the Debtor shall (and the Debtor shall cause such entity to) grant, pledge, convey and transfer to the Lender a continuing security interest in and to any and all assets and personal property of such entity in accordance with the terms set forth herein, together with all proceeds thereof, including whatever is acquired when any of the Collateral or proceeds thereof are sold, leased, licensed, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including without limitation, (i) all rights to payment however evidenced, (ii) all goods returned by or repossessed from Debtor's customers, (iii) rights arising out of Collateral, (iv) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, (v) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral, and (vi) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds").

**EXHIBIT B
TO UCC-1 FINANCING STATEMENT**

DEBTOR: DUSTIN DRUMMOND AND YULIA DRUMMOND, husband and wife, jointly and severally

SECURED PARTY: **LEIGH RODNEY and CLARE F. RODNEY, CO- TRUSTEES OF THE RODNEY FAMILY TRUST AGREEMENT (As Restated – 2016)** u/t/a dated January 28, 2016

Item 4--Continued

The Land is described as follows:

Parcel 1:

Lot 29 of Clear Creek Tahoe-Phase 3A, a Planned Unit Development, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 23, 2020, as File No. 943845, Official Records.

Parcel 2:

Easements granted in that certain Master Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Clear Creek Tahoe, recorded September 27, 2016, as Document No. 2016-888265, Official Records. And Amendments thereto recorded as document numbers 890755, 902099, and 916465.

APN: 1419-10-001-041